



भारतीय पटसन निगम लिमिटेड  
(भारत सरकार की संस्था)



**The Jute Corporation of India Limited**  
(A Government of India Enterprise)  
**Gauripur Regional Office:**

Ward No- 01, Supermarket, PO & PS- Gauripur,  
District- Dhubri (Assam), PIN-783331  
Contact No- 03662- 291052

**NOTICE INVITING TENDER**

Tender no.	Tender No. JCI/GRP/Transport/2024-2025/054/ Dated: 20-12-2024.
Subject	<b>NOTICE INVITING TENDER FOR ENGAGEMENT OF ROAD TRANSPORT CONTRACTOR</b>
Last date & time of submission of tender	16/01/2025 till 05:00 pm
Date & time of opening of technical bid	17/01/2025 at 12:00 pm
Tender Document Fees- payment to be made through online mode	Rs: NIL
Earnest Money Deposit – payment to be made through online mode	₹97,000.00 (2% of the Tender Value)
Tender Value	₹ 48,55,000.00 ( <u>±50%</u> )
Bank Details for paying EMD	Account Name: <b>The Jute Corporation of India Limited, A/c Gauripur RLD</b> AC No- <b>5105351024</b> Bank Name- <b>Central Bank of India</b> <b>IFSC: CBIN0283237</b> <b>Branch: Dhubri</b>

Date: 20/12/2024

THE TENDER FORMAT IS ISSUED IN DUPLICATE  
(ONE COPY SHALL BE RETAINED BY THE TENDER)

**THE JUTE CORPORATION OF INDIA LIMITED**

**REGIONAL OFFICE: GAURIPUR, DHUBRI (ASSAM)**

**INVITATION TO TENDER AND INSTRUCTIONS TO TENDERS FOR ENGAGEMENT OF ROAD  
TRANSPORT CONTRACTOR**

- A. Last date for receipt of tender: - up to 05:00 pm on 16/01/2025.
- B. Date of Opening of Technical Bid:-12:00 pm on 17/01/2025.
- C. The tender will remain valid for acceptance within 90 days from the date of opening of the tender. The Regional Manager may, at his discretion, extend this day by 30 days and such extension shall be binding on the renderers.

**Note:** If the date fixed for opening of the tender is declared a holiday the tender will be opened on the next working day following the holiday but there will be no change in the time for opening as indicated above

**A. INFORMATION TO TENDERERS**

Sealed quotations are invited from established and reputed transport contractors who have experience in transporting jute bales for carrying jute bales (150 Kgs) from different Departmental Purchase Centers/storage godowns under the Gauripur Regional Office to different Jute Mills/Storage Godowns in and around Kolkata. The names of the DPCs of the Corporation and Sections of Jute Mills are mentioned below.

- **Name of the Purchase Center (DPCs)/Storage Godowns:-**
- Abhayapuri JTM, Bowalimari, Abhayapuri, Distt- Bongaigaon
- Bilasipara JTM, Andurjhar-II, Bilasipara, Distt- Dhubri
- Gauripur JTM, Supermarket, W/N-01, Gauripur, Distt- Dhubri
- Patiladaha DPC, Patiladaha Market, Manikpur, Distt- Bongaigaon
- Kaldoba DPC, Kaldoba Bazar, Agomoni, Distt- Dhubri
- **Detail names of the Jute Mills as mentioned in the Appendix – 3**
- **Name of the Section**
  - 1) B. T. Road 2) G. T. Road 3) Budge Budge 4) Howrah 5) Chengail (others) 6) Burdwan

**1. PROCEDURE FOR TENDER SUBMISSION**

The transport contractors will have to submit their technical bid along with prescribed terms and conditions, tender fee, Earnest money Deposit (EMD), relevant attested enclosures like **PAN No., GST Registration Certificate (if applicable), valid MSE certificate issued by MSE Authorities**, in sealed envelope mentioning their full name/and contact details within **16/01/2025** before 05:00 pm to the Regional Office at the following address:- The Jute Corporation of India Limited, Gauripur RLD, Ward No-01, Supermarket, PO& PS- Gauripur, District- Dhubri (Assam) PIN- 783331. Financial bids should be given by clearly mentioning section-wise transport rates for carrying jute bales to different storage points of the Corporation under the Gauripur region to different Mills, as mentioned above. **Please find, attached with this tender notice Annexures – 1 & 2 included under technical bid and Annexures – 3&4 included under price bid. The Annexure duly filled are to be submitted in two separate sealed envelopes super scribed A-Technical Bid containing Annexure 1 & 2 along with EMD and B-Price Bid containing Annexure 4, both envelopes are then to be kept in another sealed envelope super scribing Tender No. & “TENDER FOR ENGAGEMENT OF TRANSPORT CONTRACTORS” addressed to the Regional Manager of The Jute Corporation of India Limited along with the name and address of the tender. The technical bid of the tenders will be opened first and then the price bid of only those tenders will be opened who qualify in the technical bid.**

**2. DATE AND TIME OF TENDER OPENING**

The tender will be opened on 17/01/2025 at 12:00 pm at the Gauripur Regional Office. The bidders or their authorized representatives are requested to be present in person at the time of opening the tender at the Regional Office. The technical bid will be opened first. Technical evaluation will be carried out and the price bids of those tenderers who qualify in the technical bid will be opened on the same date or later. Eligible parties for evaluation of Price Bid will be informed separately. Tenders shall be opened in the presence of bidders who may wish to be present.

**Tender Value: ₹48,55,000.00 (Rupees Forty-Eight Lakh Fifty-Five Thousand) Which may increase or decrease by 50%.**

**3. EMD & PERFORMANCE SECURITY DEPOSIT**

All bidders must deposit 2% of the tender value in favor of “The Jute Corporation of India Limited” through UPI/BHIM/UPI QR Code and RTGS/NEFT as Earnest Money Deposit (EMD) along with the tender. The bidder on becoming successful, 5% of the contract value awarded to him will be kept as a performance guarantee till the completion of the contract period. The EMD of the successful bidder will be adjusted with the performance guarantee amount which he is liable to pay. The EMD deposits of the unsuccessful bidders will be refunded to them without any interest within one month from the date of opening of the tender. For successful bidders, the Corporation reserves the right to adjust or forfeit the partial or full value of such performance guarantee in case of any loss or damage to goods during transit or any other recoveries as deemed necessary. Non-submission of EMD will lead to the cancellation of the tender. The UTR numbers of the tender fees & EMD payment are to be enclosed with the tender documents. For successful bidders, the performance guarantee (unadjusted amount) will be returned after completion of the contract period. The Tender Fees & EMD are exempted for registered MSME vendors.

**4. METHOD OF SELECTION**

The selection will be made based on the lowest rates quoted by the bidder for transporting jute bales from different centers of the Corporation to Mills in and around Kolkata. Transport rates should be quoted without any cutting or overwriting. Any correction or overwriting of the rates quoted by the transporters will summarily reject the tender and will be canceled. The successful bidder is required to accept the tender within one day of receiving the intimation of his emerging as a successful bidder along with the contract value awarded to him, failing which the EMD of the transporter will be forfeited and the transporter will be liable to pay for any loss incurred by CORPORATION due to such action of his.

**5. RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS:**

The Corporation reserves the right to accept or reject any tender, annul the tendering process, and reject all tenders at any time before the award of the contract, without thereby incurring any liability to the bidders or assigning any reason thereof. All Columns in the tender form should be filled clearly and legible. If the tender form is found incomplete in any respect, then the tender is liable to be rejected. Further, conditional bids shall be rejected.

**6. TECHNICAL TERMS AND CONDITIONS**

- A. In this Bid Document/ Contract, ‘Corporation’ means ‘The Jute Corporation of India Limited’ and ‘Regional Manager’ means the Regional Manager of the concerned region of The Jute Corporation of India Limited.
- B. Tenderer who has been blacklisted or otherwise debarred by CORPORATION or any department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or for five years, whichever is more. Any Tenderer whose contract with The Jute Corporation of India, or any department of Central or State Government, or any other Public Sector Undertaking had been terminated before the expiry of the contract period at any point of time during the last five years will be ineligible to participate.
- C. Tenderer whose Earnest Money Deposit and/or Security Deposit had been forfeited by The Jute Corporation of India or any department of Central or State Government or any other Public Sector Undertaking, during the last five years, will be ineligible.

- D. If the proprietor /any of the partners of the Tendered firm/any of the Director of the Tenderer company have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years or more, such Tenderer will be ineligible to participate.
- E. While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as director of a company, etc.) will render the Tender disqualified.
- F. The work order will be issued to the lowest bidder or will be distributed among the lowest bidders equally. In case the L2 & L3 agree to work at the L1 rate then Corporation may allot 60% of the order quantity to L1, 25% of the order quantity to L2 & 15% of the order quantity to L3. In case of failure to lift the jute bales within the stipulated period as per the work order, JCI reserves the right to cancel the tender partly or fully or to recover the damages incurred by JCI because of the actions of the transporter and may engage other transporters to lift the said consignment in the approved rate at the risk & cost of the contracted transporter. The successful bidder will be intimated through letter, email, etc. and subsequently "work order" will be issued.
- H. Corporation reserves the right to accept or reject any tender without assigning any reason whatsoever.
- J. **Copies of valid Income Tax, PAN, Professional Tax, Trade License, and Proof of Business address with contract Numbers must be submitted with the tender.** Failure to submit any of the above-mentioned will lead to the cancellation of the bid. Bidders submitting a "Certificate of Registration issued by the Ministry of Road Transport & Highway under the provisions of the Carriage by Road Rules 2011/ Carriage by Road Act 2007 will be given preference.
- K. Person(s) signing the tender shall clearly state the capacity based on which he or she is, or they are signing the tender (it means whether he is proprietor, Partner, or Director of Business entry).
- L. In the event any information given by the Tenderer in the Tender Document and its Annexure & Appendices is found to be false/incorrect at any stage, the Corporation reserves the right to disqualify/ summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the law.
- M. Before submitting the bid, the tenderers are advised to gather proper information about the actual working and all other prevalent conditions, facilities available, nature of consignments, dispatches etc. No claim will be entertained later, on the ground of lack of knowledge.
- O. No transshipment is allowed between the destinations. In case of any untoward incidences like breakdown, accident, etc. where transshipment becomes unavoidable or essential, the same may be done by the transporter after obtaining proper approval from the Corporation in writing.
- P. Transporter having legal dispute continuing/pending with JCI as well as dues payable by the transporter is not eligible to participate.

## **B. SPECIAL TERMS AND CONDITIONS:**

### **7. PERIOD OF CONTRACT**

The period of the contract shall be for **1 (one) year from the date of award of the contract** and may be extended up to two months under special circumstances by the Corporation.

### **8. CLARIFICATION OF TENDERS**

To assist in the examination, evaluation, and comparison of the tenders and eligibility of the Bidders, the Corporation may, at its discretion, seek clarification from any Bidder about its tender, and provide reasonable time for the Bidder to respond. Any clarification submitted by a Bidder which is not sought by

the Corporation shall not be considered. The Corporation's request for clarification and the response shall be in writing. No change in the price or substance of the tender shall be sought, offered, or permitted, except for the rectification of arithmetic errors observed by the Corporation in the evaluation of the tender.

If a Bidder does not provide clarifications sought by the Corporation before the date and time given by the Corporation, its tender shall be liable to be rejected without any further notice and without assigning any reason thereof.

#### **9. AMENDMENT OF BIDDING DOCUMENTS**

At any time before the last date for submission of bids, the Corporation may at its own motion or in response to a clarification requested by a prospective bidder, amend the bid documents by issuing necessary corrigendum(s). The amendment will be notified on the website of the Corporation only and will be binding on all the bidders. The Corporation may at its discretion extend the last date for submission of bids.

#### **10. SIGNING OF CONTRACT:**

The successful bidders shall sign a contract with the Corporation on non-judicial stamp paper of a value of not less than Rs. 100/- within 7 (seven) days of written communication for acceptance of the lowest rates. The stamp duty shall be borne and paid by the Contractor.

#### **11. INTEGRITY PACT:**

As per the notification of the Central Vigilance Commission (CVC) entering "Integrity Pact" for this tender is a mandatory pre-requisite. Only those vendors/bidders, who commit themselves to signing the "Integrity Pact" with the Corporation would be considered competent to participate in the tender. At the stage of participating in the tender, all vendors are required to commit to signing the "Integrity Pact" with the Corporation, in the event of their succeeding in securing the order. Only the successful bidder will be required to sign the "Integrity Pact".

Post signing of the Integrity Pact when the pact becomes operative, any violation of the Integrity Pact or in cases of issue related to the execution of the contract, the Corporation/Vendor shall approach the Independent External Monitor (IEM) for resolution and redress.

*The details of IEMs are as under:*

*Shri Subhasish Sarkar*

*Flat 406, Block III*

*Kirti Apartments*

*Mayur Vihar Phase Extension*

*Delhi – 110009*

*Email: [subhashishsarkar53@yahoo.com](mailto:subhashishsarkar53@yahoo.com)*

*Shri Upendra Malik*

*B-108, NSG Society,*

*Plot2, Pocket 6*

*Builders Area, Greater Noida*

*Uttar Pradesh – 201315*

*Email: [upendra.malik@gmail.com](mailto:upendra.malik@gmail.com)*

The Integrity Pact is attached as Annexure V

**12. OTHER TERMS AND CONDITIONS**

- a. The rates as mentioned in Annexure 1 will remain valid for One Year (period to be decided by the region, however, validity should not be less than 3 months) from the date of acceptance of the tender and may be extended up to two months in special circumstances with proper approval from the Regional Manager of the Corporation
- b. Any variation of contract rates due to fluctuation in fuel cost may be considered based on the following points and formula:
- c. The rate quoted by the bidder will be firm throughout the contract period except for escalation/de-escalation of HSD prices announced by Oil Company (Price reference of Public Sector Oil Co's only will be considered).
- d. Escalation/De-Escalation of transport rates only on account of increase/decrease in the diesel price will be considered.
- e. Escalation/De-Escalation clause shall be applicable only, when the impact of series of diesel price increases/decreases results in an accumulated net increase/decrease of than Rs 2.00/- per Liters (Rs. Two only) from the base contract/agreement rate of HSD.
- f. Such increase/decrease shall be applicable only for the prospective period from the date on which the accumulated impact reaches more than Rs.2.00 & above.
- g. The formula for escalation/ de-escalation of transport charges is as follows:

$$0.25 \times A \times \frac{(C-B)}{B}$$

B

A= Base Rate for transportation as per contract/agreement.

B=Ruling price of HSD applicable at (Kolkata for Regions in West Bengal, Guwahati for Regions in Assam, Bhubaneswar for Regions in Orissa, Vishakhapatnam for region of AP & Purnia for Regions in Bihar) as on date of contract/agreement.

C= Revised price of HSD of the concerned location.

The diesel rate prevailing at the Indian Oil Corporation outlets at the concerned Region (as in B) will be taken into consideration for revision in rates. The contractor is, therefore advised to ensure that all the necessary documentation and properly furnish the same.

13. Any kind of loss/damage of jute bales during transit will have to be borne by the contractors. All consignments must be weighed nearest to the loading point and nearest to unloading (i.e. outside mill point) and mill point, shortage in weight between the loading point and the outside mill point beyond 25kgs will be deducted from the transport bill of the concerned transporter. In case outside mill point weight is not done then the shortage in weight between the loading point and the mill point (unloading point) beyond 25 Kgs will be deducted from the transport bill payable to the transporter. No demurrage whatsoever will be paid to the transporter by CORPORATION in case of detention of lorry/trucks in the mill (unloading point).
14. Contractors are required to take all necessary precautions/ measures and utmost care to deliver the goods to the specified Jute Mills mentioned in the despatch documents without any damage or shortage or losses. Neither they shall make deliveries in parts nor "not deliver" the consignment. In the event of any reported damage/shortage/losses/non-delivery of the consignment, the Corporation shall (without prejudice to other rights and remedies) recover the cost towards such damages/ shortage/ losses/ non-delivery from the Contractor pending bill/ credit balance or security deposit or from any other sum, which is due to them irrespective of any insurance link up/settlement. In case the amount to be recovered is more than the amount due to the contractor, then the amount that cannot

be recovered by adjustments will be claimed from the contractor separately which he will be bound to pay.

15. During transit stocks should be appropriately covered by a tarpaulin sheet to protect the goods from rain or other damage. Under no circumstances the Contractor shall carry goods of other parties in the same vehicle in which the Corporation's goods are carried.
16. The transporter should collect a Bill of Supply from the Corporation for every consignment. Transporters should also generate an E-way bill for every consignment whenever required from the E-Way Bill Website. The goods/ jute bales will be considered to have been delivered only when the challan/consignment note properly signed and stamped by the party to whom the consignment has been shipped is submitted to the Office of the Corporation.
17. No transshipment is allowed between the destinations. In case of any untoward incidences like breakdown, accident, etc. where transshipment becomes unavoidable or essential, the same may be done by the transporter after obtaining proper approval from the Corporation in writing.
18. The Contractor will have the responsibility to supply adequate and enough trucks for the transportation of Jute bales, according to the Corporation's requirements.
19. To provide services under the Contract/ tender in accordance with the instructions issued by the Regional Office of the Corporation.
20. The Contractor will have to provide any number of trucks that will be required by the Corporation on a day-to-day basis for shipping goods (jute bales)
21. The Contractor shall obtain daily from the Regional Office of the Corporation the details/program of loading for the next date/day and shall provide an adequate number of lorries/trucks in good condition in accordance with this program and shall ensure that the lorries, trucks etc. are positioned at the different loading points/DPCs as directed by the Regional Office of the Corporation, daily at the specified time.
22. The Contractor should be ready to provide trucks at short notice to transport jute bales.
23. The quantity (in multiples of truckload) mentioned in any details/program given by the Regional Office of the Corporation may be altered and the Contractor shall be bound to supply lorries/trucks required for the quantity shown in the program. The Contractor will not be entitled to any compensation whatsoever for not entrusting him with the quantity of work specified in any program issued to him.
24. The Contractor shall be responsible for the safety of the goods from the time they are loaded on their trucks from the godowns /mandis/ rail (loading points) until they have been unloaded from the trucks at the destinations of the consignee as specified in the challan copy, Bill of supply or as directed by the Regional Office of the Corporation. The contractor shall provide tarpaulins on decks of the truck to avoid loss or damage of jute bales in the decks of the truck and shall be liable to make good the value of any loss, shortage, or damage during the transit. The representative of the Contractor shall be present at the time of checking of the weights at the loading/unloading points etc. The Regional Office of the Corporation will be the sole authority for determining the quantum of the loss.
25. The loading of the stocks will be restricted to the rated axle load of the commercial vehicle prescribed under the Motor Vehicles Act and Rules there under as amended from time to time and the Contractor will abide by such rules regarding loading of vehicles. If any penalty is imposed by any authority or any action is taken, in the event of overloading the vehicle, the Contractor shall be solely responsible for the same. Any Contractor resorting to overloading of the trucks in violation of the rules will be treated as violating the terms & conditions of this contract/ tender for which the contract/ tender is liable to be terminated.
26. The Contractor shall be liable for any loss/damage caused by any delay in the delivery of goods due to breakdown of vehicle or its detention by the police or other Authorities for non-compliance with any of the Rules and Regulations.
27. The Contractor shall not allow any other goods to be loaded in the lorries/trucks in which the jute bales of the Corporation are loaded.



- 28.** The Contractor shall give an undertaking agreeing to abide by the provisions of the Carriage by Road Act, 2007 and shall undertake to compensate the loss as per law. Further, the Contractor shall also submit necessary documents of registration etc. to the Corporation.

**29. DOCUMENTATION:**

The Contractor shall ensure that all necessary transit documents are carried by his representatives/crew. In case of incomplete transit documents, the same shall be brought to the notice of the Corporation immediately. The Contractor shall ensure that before the vehicle leaving the DPC, all requisite documents required to be carried in the Vehicle including Consignment Note, Transit Pass arranged by the Corporation, declaration forms under GST/sales tax/ entry tax/ excise& customs laws are with driver/ Contractor's representative over his acknowledgment who shall ensure the safe delivery of the same to the Corporation.

**30. CONSIGNMENT NOTE AND ACKNOWLEDGEMENT OF MATERIAL RECEIPT**

The terms and conditions normally printed overleaf in the consignment notes, or any other document of the Contractor shall not be applicable to Corporation to the extent that it is repugnant or otherwise inconsistent or contrary to the terms and conditions of the Contract/ tender. At the time of taking delivery of the Jute bales/ goods, the Contractor shall cross verify the quantity of material loaded/unloaded and ensure that the materials are in good condition. The signing of Corporation's documents by the Contractors authorised representative shall serve as sufficient acknowledgement of the quantity and condition of jute bales/ goods received on behalf of the Contractor.

**31. INSURANCE**

The Contractor shall arrange a comprehensive insurance to cover all risk in respect of its personnel deployed/ outsourced, under the Workman's Compensation Act, Fatal Accidents Act, General Public Liability Insurance or Comprehensive General Liability Insurance and other applicable laws and shall keep the insurance coverage updated/ renewed until the expiry of the Contract/agreement. The cost of insurance shall be borne by the Contractor and further undertake to indemnify and keep indemnified the Corporation from all the liabilities/ loss/ damages arising out of such events. The Contractor shall have to furnish originals and/or attested copies of the policies of insurance as required by the Corporation, within seven days of being called upon to do so together with all premium receipts and other papers related thereto which the Corporation may require.

**32. NON-DISCLOSURE OF CONTRACT/TENDER DOCUMENTS**

The Contractor shall not disclose directly or indirectly any information or details of the transportation of jute bales/ goods and/or details of office, operational process, technical know-how, security arrangements and administrative/ organizational matters of the Corporation, which may come to possession or knowledge of the Contractor during discharging its contract/agreement obligations under this Contract/ tender to any third party and shall at all times hold the same in the strictest confidence. The Contractor shall treat the details of the contract/ tender as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Corporation. The Contractor shall indemnify the Corporation for any loss suffered by the Corporation as a result of the disclosure of any confidential information. The Contractor shall ensure that the obligations of non-disclosure of any information or details under this Contract/ tender are not to divulge or disclose to any person by its employees. Failure to observe the above shall be treated as a breach of contract/ tender on the part of the Contractor, and the Corporation shall be entitled to claim damages and pursue legal remedies. The Contractor's obligation with respect to non-disclosure and confidentiality will survive the expiry or termination of this Contract/ tender for whatever reason. If the Contractor receives enquiries from Press/ News/ Media/ Radio/ Television or other bodies/ persons, the same shall be communicated to the Corporation

immediately and no action shall be taken in furtherance thereto unless consent has been received from the Corporation.

### **33. ROAD ACCIDENT**

In case the Contractor's vehicle carrying jute bales/ goods meet with a road accident en route to the destination, the following procedure should be followed: -

- a) Transport must be reported to the Regional Office/Concerned Centre in charge immediately, besides completing the formalities of lodging FIR with the Police, investigation report, arrangement of fire brigade report and photographs etc.
- b) The transporter shall inform the police in writing and intimate immediately by fax/telephone/E-mail to the Corporation enclosing a copy of FIR.
- c) The transporter shall immediately take steps on war footing to protect the materials from theft, pilferage, or damage at the site of accident.
- d) The materials should be immediately transported to the Corporation's destination through alternate Arrangement.
- e) The damaged materials should be handed over to the Corporation and survey by the insurance company shall be arranged at Corporation's place.
- f) A panchnama should also be made, copies of which should be produced to Corporation. However, each of such case shall be dealt by the Corporation on its individual merit and in no case production of the above documents shall absolve the transporter from its responsibility and liability on account of loss/damage caused to the materials.

### **34. VEHICLE DETENTION CHARGES:**

No claim for detention charges of any nature shall be entertained by Corporation under any circumstances and for any reason whatsoever for detention of vehicles at any point during transit or execution of the service.

### **35. LIABILITY OF CONTRACTOR FOR LOSSES SUFFERED BY CORPORATION**

- a) The Contractor shall be liable for all costs, damages, registration fees, charges and expenses suffered or incurred by the Corporation due to the Contractor's negligence and unsatisfactory performance of any services under this Contract/ tender, or breach of any terms of the Contract/ tender, or failure to carry out the work under the Contract/ tender, and for all damages or losses occasioned to the Corporation, or in particular to any property belonging to the Corporation, due to any act, whether negligent or otherwise, of the Contractor or his employees. The decision of the REGIONAL MANAGER regarding such failure of the Contractor and their liability for the losses, etc. suffered by the Corporation, and the quantification of such losses shall be final and binding on the Contractor.
- b) Without prejudice to the generality of the foregoing, it is a further condition of the Contract/tender that in the event of a breach of contract or failure of the Contractor to provide the number of trucks per day as indented by the Corporation, the contractor will be liable to pay the Corporation Liquidated Damages @ Rs. 300/- with a maximum of Rs. 1000/-(One Thousand) per truck per day for a 9 MT/12MT/16MT truck which the parties to the contract have agreed to as a genuine pre-estimated of the losses to the Corporation arising on account of such failure.
- c) The Contractor shall provide enough tarpaulins for each truck to cover the bags of Jute bales etc. and take reasonable precautions to avoid wetting/damage/loss to Jute bales during the transport. In the event of deficiency in service by the contractor in not providing the tarpaulins for spreading on the decks of trucks or for covering the truck after loading, drying charges as applicable/ claimed by the receiving parties will be imposed by the concerned REGIONAL OFFICE without prejudice to any other right or remedies under the contract/agreement and law.

- d) The Contractor will make good to the Corporation any loss arising from the confiscation by government or local authorities of any quantities of the goods/ jute bales delivered to the Contractor for transportation including loading, unloading, or in transit for reasons other than the natural calamities such earthquake, cyclone, floods and lighting, riots or civil commotion.
- e) The Corporation may, without prejudice any other right or method of recovery deduct the amount of such loss and/or liquidated damages from any money in their hands, due or which may become due to the Contractor, including performance security deposit.

### **36. RECOVERY OF DAMAGES**

The Corporation reserves the right to recover damages for failure on the part of the contractor in the following circumstances.

- (a) Non-supply of goods carried within stipulated time as per requisition of Regional Office or centers either over phone or written.
- (b) Loss of goods by rain or other damage due to failure in cover by tarpaulin.
- (c) Not weighing the goods at the nearest to loading point, nearest to mill points, and mill points.
- (d) If the difference in weight between the DPC point and outside mill point is more than 25 kgs, then the value of the weight difference exceeding the permissible amount i.e., 25 kg calculated in terms of the landing price of the jute at the destination point will be adjusted from the freight charges.
- (e) Non-carrying of the documents like Bill of Supply, Waybill, Challan, Consignment note, etc., during transportation in any other cases as deemed fit by the regional authority

### **37. FORFEITURE CLAUSE:**

In the event of the Contractor failing to execute the work i.e., transportation of jute bales/ goods as and when required to the full satisfaction of the Corporation and/or in the event of breach of any terms and conditions of the contract/ tender, the Corporation reserves the right to cancel the contract/ tender or withhold the payment due to Contractor in part or full and to forfeit the Performance guarantee.

### **38. RIGHTS OF THE CORPORATION:**

- a) The Corporation reserves the right to split the scope of the work to more than one Contractor without assigning any reason whatsoever. No claim will be entertained by the Corporation on account of the same.
- b) The terms and conditions specified herein are indicative in nature and the same shall not restrain the Corporation from imposing or requiring the bidder to agree upon such further or other terms and conditions at the time of executing the contract/agreement with the successful bidder, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work being awarded under this tender.
- c) The Contractor or its agents/ employees committing any breach of terms and conditions mentioned herein and/ or rendering unsatisfactory services, in the opinion of the Corporation shall render itself liable for forfeiture of performance security deposit and/or termination of the contract/agreement.
- d) The engagement or subsequent contract/agreement does not assure any minimum business guaranty to the bidder/ Contractor.
- e) The Corporation reserves the right to extend the period of tender availability and/ or the date of opening of the bids.

**39. TERMINATION & MODIFICATION:**

- (a) The Corporation may, without prejudice to any other right or remedy, terminate the contract/agreement in whole or in part, by giving not less than 15 (fifteen) days written notice to the Contractor: -
- i. If the Contractor breaches any of the terms and conditions of the contract/agreement.
  - ii. If the Contractor fails to render any or all the services within the time period(s) specified in the contract/agreement or any extension thereof granted by Corporation in writing.
  - iii. If the Contractor, in either of the above circumstances, does not remedy its failure within a period of 15(fifteen) days after receipt of the written notice from Corporation.
  - iv. If the Contractor in the judgment of Corporation has engaged in corrupt or fraudulent practices in completing or in executing the contract/agreement. In the event, Corporation terminate the contract/agreement in whole or in part, the Corporation may get such services done, upon such terms and in such manner as it deems appropriate, and the Contractor shall be liable to Corporation for any risk and costs for such similar services
  - v. This contract/agreement shall be deemed to have been automatically terminated on the expiry of duration of the contract/agreement, thereof.
  - vi. If the Contractor or its collaborator at any time during the term of the Contract/agreement, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Corporation shall, by a notice in writing have the right to terminate the Contract/agreement and all the rights and privileges of the Contractor hereunder, shall stand terminated forthwith.
  - vii. If the Corporation considers that, the performance of the Contractor is unsatisfactory, or not up to the expected standard, the Corporation shall notify the Contractor in writing and specify in detail the cause of the dissatisfaction. The Corporation shall have the option to terminate the Contract/agreement by giving 15 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Corporation.
  - viii. In case the Contractor's rights and obligations under this Contract/ tender and/or the Contractor's rights, title and interest to the equipment/ material, are transferred or assigned without the Corporation's consent, the Corporation may at its absolute discretion, terminate this Contract/ tender.
  - ix. Notwithstanding any provisions herein to the contrary, the Corporation may terminate the contract/agreement by giving 30 days' notice to the Contractor due to any other reason not covered under the above clauses and in the event of such termination the Corporation shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract/ tender up to the date of termination.
  - x. In the event of breach by the contractors of any terms and conditions of this contract/ tender or unsatisfactory performance or failure thereof or not lifting the materials in time, the Corporation may, without prejudice to other rights and remedies, terminate the contract/agreement forthwith and get the work done at the risk and cost of the contractor and/or forfeit the security deposit or any part thereof for the sum due for any damage, loss, charges expenses or costs that may be suffered or incurred by this Corporation due to the contractor's negligence or non-lifting of the material in time.
- (b) Subject to other terms and conditions, the Bidder/ Contractor may by giving 60 (sixty) days written notice to JCI, terminate the Contract if JCI breaches any of the terms and conditions of the contract and fails to rectify the said breach within a period of 30 days from the date of receipt of written notice from the Bidder/ Contractor.

**40. STATUTORY COMPLIANCES:**

- a. The Bidder(s)/ Contractor shall comply with the provisions of Motor Vehicles Act, 1988, Carriage of Roads Act 2007, Contract Labour (Regulation & Abolition) Act, 1970, the Minimum Wages Act 1948, Employee State Insurance Act, 1948, Payment of Wages Act 1936, Workman's Compensation Act 1923, The Employee's Provident Fund Act (Miscellaneous Provisions) 1952, Employer's Liability Act 1938, Employment of Children Act 1938; and/or any other rules, regulations and statutes as amended from time to time, that is and/or may be applicable to the Contractor and its employees/ personnel. The Corporation reserves the right to call for proof of such compliance whenever deemed necessary, and the Bidder shall abide by the same. The Bidder shall be solely responsible for violation of any provisions of the above-mentioned legislative enactments or any other statutory provisions and shall further keep the Corporation indemnified from all acts of omission, fault, breaches and/ or any claim, demand, loss, injury, and expense arising out from the non-compliance with the aforesaid statutory provisions. In case of Bidder's failure to fulfil any of the obligations hereunder and/ or under the said Acts/rules/regulations or any bye-laws or rules framed under or any of these, the Corporation, shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Bidder's monthly payment and Security Money Deposit.
- b) Income Tax, Service Tax or any other taxes levied by the government shall be the sole liability of the Contractor. All liabilities, toward tax deduction, welfare measures for the security personnel and all other obligations that are enjoined in such cases but are not exhaustively enumerated and defined herein shall be the exclusive responsibility of the Contractor and it shall not involve the Corporation in any manner whatsoever.
- c) The Contractor shall need to provide 'INDEMNITY BOND' on requisite stamp paper so as to indemnify the Corporation against all liabilities regarding EPF, ESI & other labour laws, including any issues & liabilities arising out of or in connection with Motor Vehicle Act/ Rules, Carriage by, Roads Act/ Rules and any other laws in force from time to time. The Contractor should give the indemnification in the following manner: -
- d) "I/ We hereby undertake to indemnify and keep THE JUTE CORPORATION OF INDIA LIMITED indemnified against any loss and damage that may be caused or likely to be caused, with respect to any proceeding, claims, expenditure or liabilities or non-compliances whatsoever arising out of or in connection or relating to P.F/ E.S.I/ Labour Laws and/or Motor Vehicle Act/ Rules, Carriage by Roads Act/ Rules and any other laws as applicable from time to time. This shall remain binding on the Undersigned/ Contractor, legal representatives, executors & successors of the Undersigned/ Contractor".

**41. OCTROI / ENTRY TAX:**

The Contractor will undertake to observe all the formalities relating to Octroi / Entry Tax at the check posts. The Contractor shall be solely responsible for the loss / damage to the consignment in absence of the same. Any Entry tax/ Octroi if applicable shall be paid by Corporation directly to the statutory authorities.

**42. TAXES AND OTHER DUES**

Necessary deductions will be made from transport bills on account of applicable taxes and levies as applicable from time to time.

**43. VERBAL OR WRITTEN UNDERTAKING NOT BINDING:**

Any verbal or written arrangement abandoning, varying or supplementing this contract/ tender or any of the terms hereof shall not be binding on the Corporation unless and until the same has been agreed and reduced into writing by both the parties.

**44. NOTICE:**

All notices or reports permitted or required under this Contract/tender or otherwise in connection to the work, shall be in writing and sent to the address set forth hereunder or such other address as either party may specify in writing by personal delivery or by the recognized courier services, speed post or registered post etc.

Corporation's Address:

Contractor's address

**The Jute Corporation of India Limited**  
**Gauripur RLD, Ward No-01, Supermarket**  
**PO&PS- Gauripur, District- Dhubri (Assam)**  
**PIN- 783331**

**45. REPRESENTATION AND WARRANTY:**

- a) Each Party represents and warrants that:
- b) It has full right, power and authority to enter into and carry out the work mentioned in this Contract/tender and have been and is on the date of this Contract/tender duly authorized by all necessary and appropriate corporate or other action to execute this Contract/tender.
- c) It has no prior commitments, arrangements, or agreements with any other person/ Corporation/ or any other authorities which might interfere with or preclude the carrying out of its obligations under this Contract/tender.
- d) It has the requisite experience, knowledge, expertise, capability, availability of manpower and infrastructure (with the capacity and the ability to augment all of the foregoing) necessary to effectively and properly render the services as agreed to be rendered hereunder; and
- e) It shall perform its obligations, including without limitation, payment obligations under this Contract/tender with the standard of skill, diligence and competence meeting global quality standards and shall implement the best practices prevalent in the business/ industry.
- f) It has all the requisite licenses and permits as required under applicable laws and that any of the terms of this contract/tender does not conflict with or result in breach of or default under applicable law, or any order, writ, injunction or decree of any court or governmental authority or any Contract/tender, written or oral, to which it is a party.

**46. WAIVER**

The failure of either party at any time to enforce any provision of this Contract/tender shall in no way affect its right thereafter to require complete performance by the other party. Further, waiver of any breach of any provision shall not be held to be a waiver for any subsequent breaches. Any waiver shall be valid only if it is recorded in writing and signed by the authorized officials of the Corporation.

**47. ENGAGEMENT OF SUB-CONTRACTORS:**

No sub-Contractor/ sub-agent shall be engaged by the Contractor for accomplishment/ carrying out full or part of any work under the contract/agreement.

**48. PAYMENT TO TRANSPORTER**

The transporter should submit the bills along with supporting documents at RO on Monthly basis/Fortnightly basis. 10% amount of the bill will be deducted towards security deposit along with Income Tax and other taxes, if applicable from time to time. Payment of transport bill will be made from the Regional Office of the Corporation of the concerned region after submission of bills, weighment receipts, challan copy/consignment note stamped and signed by the consignee & mill

receipt. E-Invoice is mandatory otherwise declaration may be provided for non-applicability of GST e-invoicing. GST, TDS & IT TDS will be applicable as per relevant laws.

No deduction of TDS on payment made to the transporters u/s 194C (6) such as : “The transporter must give underrating that if TDS is not applicable, he is having less than vehicles (as per prevalent rules) along with copy of PAN Card”.

**49. TIME IS OF THE ESSENCE:**

Time shall be of the essence of this tender/ contract and of every part thereof.

**50. INDEMNITY:**

The Bidder/ Contractor will defend, indemnify, hold harmless and keep JCI, its directors, officers, employees, representatives, agents indemnified from and against all losses, damages, claims, suits, legal proceedings including but not limited to claim for any infringement of any intellectual property rights or any third party rights, arising out of or related to (i) breach of any of the Bidder/ Contractor's warranties, representations or non-performance of any of its obligations/ terms & conditions of this tender/ contract, (ii) breach of any applicable laws by the Bidder/ Contractor (iii) loss of or damage caused to any property, material or injury caused to any person in the course of or in connection with the execution of this contract, (v) negligence and misconduct of the Contractor or its agents, employees, invitees or by any other person acting on its behalf.

Without prejudice to Corporation's other rights and remedies, the Corporation will be entitled to deduct from any dues payable to the Contractor, the amount payable by Corporation because of any claims, demands, costs charges and expenses as a result of the performance or non-performance or observance or non-observance by the Contractor of any of the terms and conditions of the Contract/agreement.

Corporation shall not be responsible for death, injury or accident to the Contractor or its associate's employees or any other third party, which arise out of or in the course of their duties. Corporation shall not be liable for any theft, loss, damage, or destruction of any property of the Contractor or his employees lying in Corporation's premises for any cause whatsoever.

**51. ENVIRONMENT PROTECTION**

The Contractor shall ensure that the jute bales/ goods are transported in conformity with the environmental standards. The Contractor shall be solely responsible for damage caused to the surrounding/environment during transit. The Contractor shall be solely responsible for the legal actions that may be initiated consequent to environmental hazards as aforesaid. Corporation shall not be deemed to be responsible in any manner whatsoever for any legal action taken against the Contractor for any environmental or other hazard during transit by any authority or court of competent jurisdiction. In the event of such action against Corporation, the Contractor shall reimburse all such costs and expenses incurred in this regard.

**52. FORCE MAJEURE:**

Neither party shall be liable for any delay or failure in performing any of its obligations hereunder, if such delay or failure either wholly or partly is due to Force Majeure conditions such as floods, earthquakes or other acts of God, or any acts of governmental body or public enemy, wars, riots, embargoes, epidemics, pandemics, fires or any other causes, circumstances or contingencies beyond the control of such party. The party affected by such Force Majeure condition shall forthwith notify the other Party/Parties, of the nature and extent thereof, in writing, within 7 (seven) days after the occurrence of such Force Majeure condition and shall, to the extent reasonable and lawful under the circumstances, use best efforts to remove or remedy such cause with all reasonable dispatch. If

the Force Majeure condition in question prevails for a continuous period of one (1) month, the parties affected by such condition shall enter into bona fide discussions with a view to mitigate its effect on the contract by agreeing to such alternative contract as may be fair and reasonable.

**53. GOVERNING LAW:**

This contract/tender will be governed by the laws of India and only the courts at Kolkata shall have exclusive jurisdiction over any matters arising out of this tender/ contract.

**54. DISPUTE RESOLUTION:**

All controversy, dispute, or disagreement of whatsoever nature between the parties arising out of, or in relation to this tender/ contract and/ or relating to the construction, meaning scope, performance, operation or effect of this tender/ contract or the validity or the breach thereof, shall in the first instance be attempted to resolve amicably through discussions/negotiations between the parties. In the event parties are unable to resolve the dispute amicably within a period of fifteen days from the notice in writing by either party, such disputes or matters shall be referred for Arbitration. The Arbitrator (other than the employee of the parties hereto) shall be a Sole Arbitrator to be mutually appointed by both the parties within a period of fifteen days, failing which the sole arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act, 1996 as amended and the decision/award of the sole arbitrator shall be final and binding upon the parties hereto. The language of the arbitration shall be English and the seat of the of the arbitration shall be at Kolkata.

**55. MISCELLANEOUS PROVISIONS:**

- a) Local Conditions & Other Factors: It is imperative for each bidders/ contractor to be fully informed of all countrywide as well as local conditions, factors, and legislation that may have any effect on the execution of the service/ work covered under the tender/ contract. The Contractor/ Bidder shall be deemed, prior to submitting their bid to have satisfied themselves of all the aspects covering the nature of the service/work as stipulated in the tender document and obtain for themselves all necessary information as to the risks, contingencies, and all other circumstances, which may influence or affect the various obligations under the Tender/ Contract. No request will be considered for clarifications from the JCI regarding such conditions, factors, and legislation. It is understood and agreed that such conditions, factors, and legislation have been properly investigated and considered by the Bidders/ Contractors while submitting the bids.
- b) Contractor shall give notices to the Corporation and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or byelaw of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.
- c) Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Corporation.
- d) The Contractor shall, whenever required produce or cause to produce for examination by any officer authorized by the Corporation any cost or other account books, vouchers, receipts, letters, memorandums or writings or any copy of or extract from any such document and also furnish information and returns, verified in such manner as may be required by the statutory compliance/payment made to EPF/minimum wages etc. renewed license for any or all such documents desired by the Corporation.
- e) The Corporation will be making the mandatory deductions, i.e., applicable taxes etc. from the payment due to the Contractor at the applicable rates notified from time to time. It shall be entirely the responsibility of the Contractor to ensure that no unlawful act is done by its employees while on duty.



In case of loss of the Corporation's property due to negligence or carelessness of the employees deployed by the Contractor, the Contractor will be responsible and shall make good the same. In case the Contractor defaults in making good losses, the Corporation shall have right to deduct the said amounts in the manner as deem fit and proper.

- f) The Contractor shall give in writing to the appropriate authority of the Corporation such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and/or completion of the contracted work. All notices shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the Contractor shall keep the Corporation regularly updated with the progress of operations throughout the performance of the contract together with such other information and/or supporting figures and data as may from time to time required by the Corporation.
- g) The trucks/ lorries/tippers or any vehicle provided for transportation of goods are in perfect roadworthy condition and maintain all features necessary for smooth and safe transportation as per specifications to their respective destinations. The Contractor shall be held accountable for any theft, pilferage, adulteration, malpractice or damage to the consignment en-route.
- h) The Contractor shall be liable for any loss or damage to Corporation employees/ the Contractor's employees or to any third party resulting from fire, leakage, negligence, explosion, accident or any other cause in operating the said pay-loaders & tippers at the time of loading, unloading and/ or during transit and the Contractors shall indemnify and keep in indemnified Corporation against any such loss or damage and shall pay to Corporation such amount as Corporation may be called upon by law to pay.
- i) The Contractor shall accept the goods at its own risk and shall accept full responsibility for the losses arising out of damage of the goods and shall also accept the full responsibility for non-delivery or short delivery of the goods due to theft, pilferage, accident, fire or any acts of God.
- j) The Contractor will have a comprehensive insurance policy from an established insurance agency for each vehicle and always keep such policy in force to cover 'all-risks' of whatever nature inclusive of any damage caused by the lorries/ trucks/ pay loaders & tippers to Corporation's property. The Contractor will produce for the perusal of Corporation the original Insurance policy and proof of payment of all insurance premium and charges in respect thereof as and when required by the Corporation.
- k) The employees of the Contractor shall never be deemed to be the employees of the Corporation.

#### **56. DISCLAIMER**

Even though adequate care has been taken in the preparation of this Tender Schedule the Bidder should satisfy himself that the Schedule is complete in all respects.

The Corporation and their employees do not make any representation or warranty as to the accuracy, reliability, or completeness of the information in this Tender Schedule and it is not possible for this Corporation to consider the investment objective, financial situation and particular needs of each party who reads or uses the Tenders Schedule. Certain prospective Bidders may have a better knowledge of the scope of work than others. Each prospective Bidder should conduct his own investigations and analysis and check the accuracy, reliability and completeness of the information in the Tender Schedule and obtain independence advice from appropriate sources.

The Corporation reserves the right to change any or all of the provisions of this request for Proposal. Such changes would be intimated to all parties procuring this request for Proposal.

**Regional Manager**  
**The Jute Corporation of India Limited**

**TECHNICAL BID**

Name of the Tenderer:  
Address of the Tenderer:

To  
The Regional Manager  
The Jute Corporation of India Limited

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Dear Sir,

1. I hereby submit the sealed tender for "Appointment of Road Transport Contractor" from ..... to .....
2. I have thoroughly examined and understood all the terms & conditions as contained in the tender document and agree to abide by them
3. Demand draft/Electronic Clearing System (ECS) No. .... dated ..... is enclosed as Earnest Money I/we agree to the fact that on acceptance of the tender the EMD will be converted to security money as stipulated in the tender document
4. I do hereby, declare that the entries made in the tender and the details attached there in are true
5. I hereby declare that my Firm/Company has not been blacklisted or otherwise declared during the last five years by The Jute Corporation of India Limited or any other public sector undertaking of any Government body or any other client for any failure to comply with the terms and conditions of any contract or for violation of any Statute, Rule or Administrative Instructions

OR

I hereby declare that my Firm/Company was blacklisted/debarred by (here give the name of the client) for a period of ..... Which period has expired on .....(Full details of the reasons for blacklisted/debarring and the communication in this regard should be given)

6. I hereby declare that no contract entered in to by me/my Firm/Company with The Jute Corporation of India Limited or any other public sector undertaking of any government or any other client, has been terminated before the expiry of the contract period at any point of time during the last five years
7. I hereby declare that the Earnest Money Deposit and/or Security Deposit has not been forfeited or adjusted against any compensation payable in the case on any Contract entered in to by me/us with The Jute Corporation of India Limited or any other public sector undertaking of any government body during the last five years
8. I hereby declare that I have not been convicted at any time by a Court of Law for any offence and sentenced to imprisonment within a period of three years of more.

I/we certify that all information furnished by me/us is correct and true in the event of any information found to be incorrect/untrue "The Jute Corporation of India Limited" shall have the right to disqualify me/us without giving any notice or reason thereof summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and Law.

(Signature & Seal of the Tenderer)

**THE JUTE CORPORATION OF INDIA LIMITED  
TENDER FOR ROAD TRANSPORT CONTRACT FROM DPCs/GODOWNS**

(TO BE FILLED IN BY THE TENDERER)

**1) Details of Tenderer**

Name :

Date of birth :

Address :

Email ID :

Contract no :

**2) Composition of Tenderer**

a. Proprietorship concern/registered partnership firm/ Company:

b. Name of the proprietor/All partners:

c. Business in which the Tenderer is employed :  
together with particulars of the Head Office  
and Business if any.

**3) List of documents attached**

a) Forwarding Letter	Yes/No
b) Income Tax PAN	Yes/No
c) Trade License	Yes/No
d) Proof of Business address with contact number	Yes/No
e) Certificate of Registration issued by Ministry of Transport & Highway under the provisions of the Carriage by Road Act 2007	Yes/No
f) GST registration details	Yes/No

**(Signature and Seal)  
(Authorized Signature)**

## Annexure -3

**SECTION-WISE LOCATION OF MILLS**

<b>B.T.Road</b>	<b>G.T. Road</b>	<b>Budge Budge</b>	<b>Chengail</b>	<b>Howrah</b>	<b>Burdwan</b>
Ganges Jute mill	Hanuman Jute Mill	Calandenia Jute Mill	Ludlow Jute Mill	Fort Gloster	BarsulTex
Reliance Jute Mill	Naskarpara Jute Mill	Cheviot Jute Mill	Kaneria Jute Mill	Bowria Jute Mill	
Auxkland Jute Mill	Shyamnagar Jute Mill	Budge Budge Jute Mill	Delta Jute Mill	Union Jute Mill	
Kelvin Jute Mill	Angus Jute Mill	Birla Jute Mill		Bally No.2 (Utagang)	
Agarpara Jute Mill	Victoria Jute Mill(RDB Textile)	Ganesh Jute Mill		Howrah Jute Mill	
Prabartak Jute Mill	Dalhousie Jute Mill	National Jute Mill		Bijoyshree Jute Mill	
Khardah Jute Mill	Bally Jute Mill	Hooghly Jute Mill		Fort William Jute Mill	
Alexandra Jute Mill	Mahadeo Jute Mill	Calcutta Jute Mill			
Naihati Jute Mill	Champdany Jute Mill	Surah Jute Mill			
Kennison Jute Mill	Sreerampore Jute Mill				
Alliance Jute Mill	Willington Jute Mill				
Titagarh Jute Mill	North Brock Jute Mill				
Gourisankar Jute Mill	Hesting (Rishra)				
Baranagar Jute Mill	Naskarpara, Ghosori				
Kamarhati Jute Mill	Joy Tirupati Jute Mill				
Kankinara Jute Mill	Gandalpara Jute Mill				
Nadia Jute Mill	Aditya (Bhadreswar)				
Gouripur Jute Mill	Ambica Mfg. Belur				
Anglo India Jute Mill	Tirupai Jute Mill				
Hukumchand Jute Mill	India Jute Mill				
Jagatdal Jute Mill					
MaghnaJute Mill (Shyamnagar)					
Empire Jute Mill (Titagarh)					
Naffarchand Jute Mill					

To  
The Regional Manager.  
The Jute Corporation Of India Limited,

3. I offer to work at the following rates inclusive of all taxes, duties, cess etc.

[illegible]

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**INTEGRITY PACT**

BETWEEN

**The Jute Corporation of India Limited**  
(Hereinafter referred to as JCI)

AND

.....

(Name and Address of the Bidder)

(Hereinafter referred to as the "Bidder"/ "Contractor"/ "Service Provider")  
and hereinafter jointly referred to as "Parties")

**Preamble**

This pre-bid pre-contract Agreement hereinafter called the Integrity Pact (IP) is made on ..... day of the month of ....., 20... between, on the one hand, The Jute Corporation of India Ltd hereinafter referred to as JCI with its Registered Head Office in Kolkata acting through Shri/ Smt. .... Designation..... of the First Part and M/S..... represented by Shri/ Smt .....Designation.....hereinafter called the 'Bidder' or 'Contractor' or 'Service Provider' which expression shall mean and include, unless the context otherwise requires, his/her successors and permitted assigns) of the Second Part.

WHEREAS JCI proposes to procure ..... (Name of Stores/equipment/items/goods/services) and the Bidder/ Contractor/ Service Provider is willing to offer/has offered (stores/equipment /items/goods/services) and WHEREAS the Bidder/Service Provider is a private company/Public company/ Government undertaking/ Partnership etc., constituted in accordance with the relevant law in the matter and the JCI is a Central Public Sector Enterprise having its Head Office in Kolkata and Regional offices/Regional Lead DPCs and Departmental Purchase Centres across six states viz West Bengal, Bihar, Odisha, Andhra Pradesh, Assam and Tripura.

NOW THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudicial dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to enabling JCI to obtain the desired said stores/equipment/item/goods/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption of public procurement and enabling the Bidders to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain

from bribing and other corrupt practices and JCI will commit to prevent corruption, in any form, by its officials by following transparent procedures.

Every Bidder is required to submit their IP, duly signed along with the bid documents in response to the Tender/Bid/EOI/RFP i.e., Request for Proposal issued by JCI and a Bid without this IP Agreement will be disqualified/rejected straightforward.

The two parties viz. JCI and the Bidder(s)/service provider hereby agree to enter into this Integrity Pact and agree as follows:

#### **Article 1: Commitment of JCI**

- (1) JCI commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of JCI, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) JCI will, during the Tender process, treat all Bidder(s) with equity and reason. JCI will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- (2) If JCI obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or it is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, JCI will inform its Chief Vigilance Officer and in addition can also initiate disciplinary action as per its internal laid down policies and procedures.

#### **Article 2: Commitment of the Bidder(s)**

- (1) It is required that each Bidder (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution.

- (i) The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of JCI's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - (ii) The Bidder(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to cartelize in the bidding process.
  - (iii) The Bidder(s) will not commit any offence under the relevant IPC/PC Act. Further, the Bidder(s) will not use improperly (for the purpose of competition or any personal gain), or pass on to others, any information or documents provided by JCI as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The Bidder(s) also undertakes to exercise due and adequate care lest any such information is divulged.
  - (iv) The Bidder(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases, where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - (v) The Bidder(s) will, when presenting his/her bid, disclose any and all payments he/she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s) will not, directly or through any other person or firm indulge in any fraudulent practice (means a willful misrepresentation or omission of facts or submission of fake/forged documents) in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- (5) The Bidder(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process to get any unjust advantage and/or to influence the tender process).



**Article 3: Sanctions for violation of Integrity Pact**

Without prejudice to any rights that may be available to JCI under law or the Contract or its established policies and laid down procedures, JCI shall have the following rights in case of breach of this Integrity Pact by the Bidder(s) and the Bidder accepts and undertakes to respect and uphold JCI's absolute right:

- (1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, JCI after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the JCI. Such exclusion may be forever or for a limited period as would be decided by the JCI.
- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If JCI has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according to Article 3(1), then JCI, apart from exercising any legal rights that may have accrued to JCI, may in its considered opinion forfeit the entire amount of Earnest Money Deposit/ Performance Guarantee and Security Deposit of the Bidder/ contractor as justified.
- (3) Criminal Liability: If JCI obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the JCI has substantive suspicion in this regard, JCI will inform the same to law enforcing agencies for further investigation.
- (4) Any breach of the aforesaid provisions by the Bidder or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle JCI to take all or any one of the following actions as well, wherever required: -
  - (i) To immediately call off the precontract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited as stated earlier either fully or partially, as decided by JCI. JCI shall not be required to assign any reason, therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
  - (iv) To recover all sums already paid by JCI, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder from a

country other than India with interest thereon at 2%. higher than LIBOR. If any outstanding payment is due to the Bidder from JCI in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance' bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by JCI, along with interest.
- (vi) To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to JCI resulting from such cancellation/rescission and JCI shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- (vii) To debar the Bidder from participating in future bidding processes of the JCI, for a maximum period of five years, but which can be extended at the discretion of JCI.
- (viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract,
- (ix) In cases, where irrevocable Letters of Credit have been received' in respect of any contract signed by JCI with the Bidder, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by JCI to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (5) JCI will be entitled to take all or any of the actions mentioned at para1 (i) to (x) of this Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- (6) The decision of JCI to the effect that a breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

#### **Article 4: Previous Transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anti-corruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings of the Bidder as deemed fit by JCI.

#### **Article 5: Equal Treatment of all Bidders**

- (1) JCI will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- (2) JCI will disqualify Bidders, who do not submit, the duly signed Pact between JCI and the Bidder, along with the Tender or violate its provisions at any stage of the Tender process.

#### **Article 6: Fall clause**

The Bidder undertakes that it has not supplied/ in not supplying similar product/ systems or sub system at a price lower than that offered in its present bid in respect of any other Ministry/ Department of Government of India or PSU and if it is found at any stage similar products/ systems or subsystems was applied by the Bidder to any other Ministry/ Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

#### **Article 7: Independent External Monitors**

- (1) JCI has appointed following two Independent External Monitors in consultation with the Central Vigilance Commission to review independently and objectively, whether and to what extent the parties have complied with their obligations under this integrated pact.
  - (i) Sh. Subhashish Sarkar  
Retd. Member, Postal Services Board, New Delhi  
E-mail: subhashishsarkar53@yahoo.com
  - (ii) Sh. Upendra Malik  
Retd. Special Director General, CPWD, New Delhi  
E-mail: upendra.malik@gmail.com
- (2) The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- (3) Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Bidder(s) accepts that the Monitor(s) has the right to access without restriction to all Project documentation of JCI including, that provided by the Bidder. The Bidder will also grant the Monitor(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor(s) shall be, under contractual obligation to treat the information and documents of the Bidder/Subcontractors with confidentiality.

- (4) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by JCI.
- (5) JCI will provide to the Monitor(s) sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between parties. The parties will offer to the Monitor(s) the option to participate in such meetings.
- (6) The Integrity Pact shall be operated from the date IP is signed by both the parties till the completion of the contract in all respects. After award of the work, the IEMs shall look into any issue of corruption relating to the execution of the contract if specifically raised before them.
- (7) Parties signing the IP shall not approach the courts while representing the matter to IEMs and will wait for their decision in the matter.

#### **Article 8: Duration of the Pact**

- (1) The validity of this Integrity Pact shall be from date of its signing till the complete execution of the contract to the satisfaction of both JCI and the Bidder, including warranty period & Defect Liability period as the case may be, whichever is later. In case the bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- (2) Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

#### **Article 9: Other Provisions**

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the JCI, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) In case of joint venture or partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) In case of sub-contracting, the Principal Contractor shall take the responsibility of adoption of IP by the sub-contractor(s). The Bidder shall be responsible for any violation(s) of the principles laid down in this Agreement/Pact by any of its Subcontractors/sub-vendors. Each sub-contractor is required to sign the IP invariably.
- (5) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

- (6) It is agreed as term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Pact, any action taken by JCI in accordance with this Integrity Pact or interpretation thereof shall not be subject to arbitration.

#### **Article 10: Legal and Prior Rights**

The Actions stipulated in this IP are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings. All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of JCI)

.....

(For and on behalf of Bidder/ contractor)

#### **WITNESSES:**

1. ....

(Signature, name and address)

1. ....

(Signature, name and address)

Place:

Dated: